

## **REMARKS**

In response to the Office Action mailed August 6, 2007, Applicant respectfully requests reconsideration. Claims 1, 4-10, 12-13, 16-20, and 23 have been amended. Claims 1-23 were previously pending in this application, with claims 1, 12 and 23 being independent claims. No new matter has been added.

### **Claim Amendments**

Minor word changes have been made in the independent claims. In claim 1, the term “non-collaborative” has been replaced by “non-native.” Support for this amendment may be found in the specification as filed, including at paragraph [08]. A similar change was made to independent claim 23. Corresponding changes were also made to claims that depend from claim 1.

In independent claim 12, the term “non-collaborative client” was changed to “external client.” Support for this change may be found in the specification as filed, including at paragraphs [31...33]. Corresponding changes were also made to claims that depend from claim 12.

The change was made to avoid any inference that the “non-collaborative clients” do not access collaborative data. To the contrary, as is clear from the specification, in some embodiments of the invention, access to collaborative data is provided to the “non-collaborative clients.”

### **Interview Summary**

Applicants thank the Examiner for the courtesy of an interview on September 12, 2007. During the interview, the Leymann reference and the claims as pending were discussed. The remarks herein may serve as a further summary of the interview.

### **Rejections Under 35 U.S.C. §102**

Claims 1-10, 12-21 and 23 are rejected under 35 U.S.C. 102(e) as being anticipated by Leymann et al., U.S. Patent No. 6,681,251. Applicants respectfully assert that the claims distinguish over the reference for the reasons detailed in response to the prior Office Action.

In the Final Office Action, the Examiner asserts that previous submission was not persuasive, identifying two arguments:

A) Leymann does not teach a collaboration system or allowing a non-collaborative client to access collaborative data; and

B) Leymann does not teach renaming messages or sending a response message to a queue or forwarding the response from the queue to a non-collaborative client.

The Examiner's basis for rejecting these arguments are:

A) The claims merely recite a "collaboration system" and do not provide any details of the collaboration system such that the Examiner is entitled to broadly interpret the claim to be met by a clustered application as described in Leymann.

B) Renaming messages or sending a response message to a queue or forwarding the response from the queue to a non-collaborative client are not recited in the claims.

Applicants respectfully disagree for the following reasons:

Claim 1 Recites Aspects of a Collaboration System  
Not Shown or Suggested in Leymann

Claim 1 recites adequate details of a collaboration system to distinguish Leymann. For example, claim 1 recites that the collaboration system has "a plurality of collaborative clients, each collaborative client maintaining collaborative data based on user interactions with the collaborative system." In contrast, Leymann describes workload balancing in clustered application servers. The Examiner asserts that the clustered application servers are collaborative clients. However, no part of Leymann describes that each of the clustered application servers maintains "collaborative data based on user interactions with the collaborative system."

The Examiner asserts that this feature is shown generally between col. 6, line 14 and col. 7, line 15. However, the cited passage does not describe application servers maintaining any form of data based on user interactions. To the contrary, it describes that a dispatcher server selects an application server to process application requests (col. 6, line 20). The remainder of that passage describes how the dispatcher server and the application servers communicate so that the work of processing application requests is balanced among the application servers.

The differences are highlighted by other elements of the claim that recite details of accessing user data. Of course, because Leymann does not describe collaborative data -- or any data maintained based on user interactions -- it cannot teach the other limitations of the claim relating to that collaborative data. For example, claim 1 recites that: "the request

message specifies collaborative data to update or return.” In Leymann, the requests are “application requests,” which are requests for application services (col. 5, line 7), and are not requests for data. It follows that they cannot be requests for user data or requests for collaborative user data.

Thus, it is clear that claim 1 recites limitations relevant to a collaborative system that are not met by Leymann.

#### Claim 1 Recites Renaming Messages

Claim 1 expressly recites: “modifying the request message by replacing the information identifying the non-native client with information identifying a queue in the server.” This act of modifying identifying information may be regarded as form of renaming. However, to the extent the use of the term “renaming” is unhelpful, Applicants disavow use of that term. Nonetheless, the fact remains that no part of Leymann meets the limitation of the claim. The claim indicates that a “request message from a non-native client” and “replacing the information identifying the non-native client with information identifying a queue in the server.” There is no reason in the workload distribution system described in Leymann for identifying information for a non-native client to be replaced with information identifying a queue. Consequently, the reference does not meet this limitation for reasons described in connection with the response to the prior Office Action.

#### Claim 1 Recites Sending a Response Message to a Queue

Claim 1 expressly recites: “sending the response message to the server queue” (see paragraph c) of claim 1). Thus, contrary to the Examiner’s assertion, this phrase is a part of the claim and the claim distinguishes Leymann for the reasons described in connection with the response to the prior Office Action.

#### Claim 1 Recites Forwarding the Response From the Queue to a Non-Native Client

Claim 1 expressly recites: “forward the response message from the server queue to the non-native client” (see paragraph d) of claim 1). Thus, contrary to the Examiner’s assertion,

this phrase is a part of the claim and the claim distinguishes Leymann for the reasons described in connection with the response to the prior Office Action.

Summary with Respect to Claim 1

Claim 1 contains limitations that distinguish Leymann. According, for both the reasons given above and the reasons described in connection with the response to the prior Office Action, the rejection should be withdrawn.

Other Claims Rejected

Claims 2-11 depend from claim 1 and expressly incorporate the limitations, highlighted above, of claim 1 that distinguish the Leymann. Thus, for the same reasons described above in connection with claim 1, the dependent claims should be allowed.

The Examiner rejects independent claims 12 and 23 for the same reasons as claim 1. Accordingly, these rejections should also be withdrawn. Further, in response to the prior Office Action, Applicants identified limitations of these claims that distinguish the reference, providing further reasons that the rejection should be withdrawn.

The remaining claims depend from either claim 12 or 23 and distinguish the references for at least the same reasons. These dependent claims also recite limitations that further distinguish the reference.

Accordingly, withdrawal of this rejection is respectfully requested.

**CONCLUSION**

A Notice of Allowance is respectfully requested. The Examiner is requested to call the undersigned at the telephone number listed below if this communication does not place the case in condition for allowance.

If this response is not considered timely filed and if a request for an extension of time is otherwise absent, Applicant hereby requests any necessary extension of time. If there is a fee occasioned by this response, including an extension fee, that is not covered by an enclosed check, please charge any deficiency to Deposit Account No. 23/2825.

Dated: October 23, 2007

Respectfully submitted,

By: /Edmund J. Walsh/  
Edmund J. Walsh  
Registration No. 32,950  
Wolf, Greenfield & Sacks, P.C.  
600 Atlantic Avenue  
Boston, Massachusetts 02210-2206  
Telephone: (617) 646-8000